STATE of INDIANA

INDIANAPOLIS 46204

INDIANA UTILITY REGULATORY COMMISSION
302 W. WASHINGTON STREET, ROOM E306

March 30, 2000

Hon. Magalie Roman Salas
Office of the Secretary
Federal Communications Commission
The Portals
445 12th Street, S.W.
Washington, DC 20554

Re: CC Docket No. 00-45 (In re: In the Matter of MCI WorldCom Communication Services, Inc., Petition for Expedited Declaratory Ruling Regarding the Process for Adoption of Agreements Pursuant to Section 252(i) of the Communications Act and Section 51.809 of the Commission's Rules)

Dear Secretary Salas:

The Indiana Utility Regulatory Commission files the enclosed comments in response to the March 7, 2000 petition of MCI WorldCom, Inc. for a declaratory ruling on a carrier's ability to adopt previously approved interconnection agreements between incumbent and competitive local exchange carriers (CC Docket 00-45). Included in this filing are an original and seven copies.

The contact information for the IURC is as follows:

Sandra Ibaugh, Director
Telecommunications Division
Indiana Utility Regulatory Commission
302 W. Washington Street, Rm E306
Indianapolis, IN 46204
FAX: 317/233-1981

Please contact Maureen Flood, principal telecommunications analyst, at 317/232-2785 if there are any problems with this filing.

Cordially,

Sandra Ibaugh

Sandra Ibaugh
Director of Telecommunications

Enclosures

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
MCI WORLDCOM COMMUNICATION SERVICES, INC.,	)	CC Docket No. 00-45
	)	
Petition for Expedited Declaratory Ruling Regarding the Process for Adoption of Agreements Pursuant to Section 252(i) of the Communications Act and Section 51.809 of the Commission's Rules	)	

Comments of the Indiana Utility Regulatory Commission (IURC)

The IURC files these comments to assist the Federal Communications Commission's review of MCI WorldCom, Inc.'s (MCI WorldCom) March 7, 2000 petition seeking a declaratory ruling concerning a requesting carrier's ability to adopt a previously approved interconnection agreement under section 252(i) of the Telecommunications Act of 1996 (TA-96).

The IURC does not take a position on MCI WorldCom's request at this time. However, the IURC believes that it will be beneficial for the FCC to understand the IURC's current policy and procedures concerning section 252(i) in the state of Indiana, particularly since MCI WorldCom provides a very brief summary of the IURC's requirements in its March 7 petition.[1] A copy of the IURC's General Administrative Order 2000-1, which outlines the Commission's policy governing the submission of interconnection agreements and amendments thereto, is submitted with these comments as Attachment A.

It also should be noted that the IURC's section 252(i) policy only differs from MCI WorldCom's proposal in two respects:

[1] We note that MCI WorldCom's petition states that the IURC's section 252(i) process includes a 30-day comment cycle. As shown in Attachment A, the IURC provides the incumbent LEC 20 days from the date an adoption request is filed with the IURC to state any objections to the request.

1) the IURC requires a carrier to file its request to adopt a previously approved interconnection agreement under section 252(i) with the IURC; and

2) the effective date of the interconnection agreement between the requesting carrier and the incumbent LEC is the date of the IURC order that approves the requested adoption.

Furthermore, the IURC submits as Attachment B the Commission's January 19, 2000 Order in Cause No. 41268 INT 05.[2] This order illustrates how the IURC has resolved inter-carrier disputes regarding a carrier's right to adopt an interconnection agreement.

In summary, the IURC submits this information to assist the FCC's consideration of MCI WorldCom's petition. As stated earlier, while the IURC does not take a position on MCI WorldCom's request for a declaratory ruling, the IURC does believe that the Commission's current section 252(i) policy has promoted competition for local telephone service in the state of Indiana. Indeed, more than 30 telecommunications carriers have adopted a previously approved interconnection agreement between an incumbent LEC and another telecommunications carrier, and the IURC has never refused a carrier's request to adopt an interconnection agreement under section 252(i). The IURC believes that the Commission's policy and procedures, as well as the IURC's experience resolving inter-carrier disputes, should help the FCC determine whether a declaratory ruling concerning a telecommunications carrier's rights under section 252(i) is necessary, and if so, what the ruling should say.

[2] In re: Golden Harbor of Indiana, Inc. Petition for Commission Action Regarding Adoption of Interconnection Agreement Pursuant to Section 252(e) and 252(i) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Indiana Bell Telephone Company, Incorporated d/b/a Ameritech Indiana, Cause No. 41268 INT 05, January 19, 2000.

INDIANA UTILITY REGULATORY COMMISSION

Submission of Comments to the Federal Communications Commission
March 31, 2000

In re: In the Matter of MCI WORLDCOM COMMUNICATION SERVICES, INC., Petition for Expedited Declaratory Ruling Regarding the Process for Adoption of Agreements Pursuant to Section 252(i) of the Communications Act and Section 51.809 of the Commission's Rules

The Indiana Utility Regulatory Commission submits the foregoing comments to the Federal Communications Commission (FCC) under the previously cited docket.

The Executive Secretary of the Indiana Utility Regulatory Commission is hereby directed to submit these comments to the FCC, in accordance with that agency's procedural requirements.

William D. McCarty
Chairman

FOR THE INDIANA UTILITY REGULATORY COMMISSION

ATTEST

Joseph Sutherland
Executive Secretary to the Commission

ATTACHMENT A

03/24/2000 09:36:28 AM EST

GENERAL ADMINISTRATIVE ORDER
OF THE INDIANA UTILITY REGULATORY COMMISSION
2000-1

WHEREAS, in accordance with § 252 of the Telecommunications Act of 1996 ("TA 96"), interconnection agreements and amendments thereto between incumbent local exchange carriers ("ILECs") and requesting telecommunications carriers must be filed with the Indiana Utility Regulatory Commission ("IURC").

WHEREAS, all interconnection agreements and amendments thereto must be filed in accordance with the provisions of the IURC's Interim Procedural Order (June 5, 1996) and the Amended Interim Procedural Order (August 21, 1996) in Cause No. 39983.

WHEREAS, the IURC staff must review interconnection agreements and amendments thereto in compliance with TA96.

WHEREAS, to expedite review of interconnection agreements and amendments thereto, a Policy Governing the Submission of Interconnection Agreements and Amendments Thereto has been promulgated.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Policy Governing the Submission of Interconnection Agreements and Amendments Thereto which is attached to the General Administrative Order as Appendix A be adopted by this Commission.

_____
William D. McCarty, Chairman

_____
G. Richard Klein, Commissioner

_____
David E. Ziegner, Commissioner

_____
Camie J. Swanson-Hull, Commissioner

_____
Judith G. Ripley, Commissioner

I hereby certify that the above is a true and correct copy of the resolution as approved.

_____
Joseph Sutherland, Secretary to the Commission

Date:_____

APPENDIX A

POLICY GOVERNING THE ADOPTION AND/OR SUBMISSION OF

INTERCONNECTION AGREEMENTS AND AMENDMENTS THERETO

This policy is based upon the current expectations of the Indiana Utility Regulatory Commission (the "Commission") for the adoption and/or submission by parties of interconnection agreements and amendments thereto as required by the Telecommunications Act of 1996 ("TA96") and in accordance with the provisions of the Commission's Interim Procedural Order (June 5, 1996) and Amended Interim Procedural Order (August 21, 1996) in Cause No. 39983. In an effort to facilitate a uniform procedure for the submission of said material and to expedite the Commission staff's review thereof, the Commission hereby establishes these guidelines for the adoption and/or submission of interconnection agreements and amendments thereto. **These guidelines supercede those of Amended GAO 1998-1 (approved by the Commission on December 29, 1998).**

A. Adoption of Previously Approved Interconnection Agreements or Arrangements

1. Pursuant to the TA96 Section 252(i), an Incumbent Local Exchange Carrier ("ILEC") must make available to requesting telecommunications carriers all individual interconnection, service, or network element arrangements contained in any approved agreement to which it is a party, upon the same terms and conditions as those provided in the agreement. The IURC does not differentiate between negotiated and arbitrated agreements when considering requests under Section 252(i).

2. Arrangements in any interconnection agreement (including the entire agreement, if applicable) must be made available to a requesting carrier under Section 252(i) and the "pick and choose" rule [47 C.F.R. Section 51.809(a)] until the expiration date of that agreement. A requesting carrier may not receive arrangements from any agreement after the expiration date. For example, if an interconnection arrangement is included in an agreement that expires on December 31, 2000, it must be made available to other carriers only until December 31, 2000.

3. An interconnection agreement made available to a requesting carrier pursuant to Section 252(i), if adopted by that carrier, shall be adopted in its most current form, which must include any and all amendments made to the agreement up to the time of request.

4. A carrier proposing to adopt an existing voluntarily negotiated, mediated, or arbitrated interconnection agreement in its entirety shall submit a written request to the IURC specifying the interconnection agreement requested, and describing any and all changes to the original agreement that comply with Section A.8. below. This written request will be filed under IURC Cause No. 41268-INT-##. A copy of the original interconnection agreement cannot be provided in lieu of such written request. Service of this written request must be made upon the ILEC representative listed in the underlying interconnection agreement by the requesting carrier on the same day the request is filed with the IURC.

5. A requesting telecommunications carrier wishing to adopt an existing agreement, either in whole or in part, must accept all terms and conditions set forth in the existing agreement or arrangement verbatim, except for non-substantive changes (e.g., changes in the names of the parties, internal references, and dates). The insertion of footnotes or new language seeking to clarify rates, terms, or conditions in the underlying agreement is not permitted.

6. If any individual interconnection, service, or network element adopted pursuant to Section 252(i) is included in an agreement which contains any other voluntarily negotiated and/or arbitrated rate(s), term(s), or condition(s), the Commission will view the entire agreement as a voluntarily negotiated or arbitrated agreement pursuant to Section 252(e) of TA96 and the IURC's Orders in Cause No. 39983.

7. An ILEC has twenty (20) days from the date that a carrier files a request to adopt an interconnection agreement to state all objections arising from the request and any exceptions to its duty to make arrangements available under Section 252(i). The Administrative Law Judge assigned to the case shall establish an expedited procedural schedule to resolve any disputes arising from an ILEC's objections or exceptions to a Section 252(i) request.

8. Pursuant to 47 C.F.R. Section 51.809(b), an ILEC is not obligated to make available any interconnection, service, or network element arrangement contained in any IURC approved agreement to which it is a party if the ILEC demonstrates that: (a) the cost of providing the interconnection, service, or network element arrangement to the requesting telecommunications carrier exceeds the cost of providing it under the original agreement, or (b) the provision of the individual interconnection, service, or element to the requesting carrier is not technically feasible. If the ILEC makes a claim under 8(a), it must submit comprehensive cost studies to the Commission in support of its claim.

9. The effective date of an adopted interconnection agreement, adopted individual interconnection arrangement, or amendment thereto shall be the date of the IURC's final order approving the adoption.

B. Submission of Voluntarily Negotiated, Mediated, or Arbitrated Agreements

1. Parties are to file a single, joint interconnection agreement, whether voluntarily negotiated, mediated, or arbitrated, with the Commission for final approval, unless otherwise stated in an applicable IURC arbitration order.

2. All voluntarily negotiated, mediated, or arbitrated agreements filed with the Commission shall contain prices for all applicable elements or services set forth therein and offered by the ILEC to the requesting carrier.

C. Submission of Amendments to Agreements

1. During the term of its agreement, an interconnecting carrier that enters into a negotiated or arbitrated agreement may modify the agreement by invoking its rights under Section 252(i) and the "pick and choose" rule [47 C.F.R. Section 51.809(a)].

2. All amendments to existing interconnection agreements must be approved by the IURC before taking effect.

3. All amendments to interconnection agreements filed with the Commission shall include a reference to the document being amended (including, at a minimum: page number(s), section or schedule number(s) and paragraph number(s)). Where applicable, all amendments shall also contain a reference to the IURC cause number associated with the interconnection agreement that is being amended.

4. All amendments to interconnection agreements filed with the Commission shall indicate the amended portions of the agreement as follows: additions shall be indicated in bold typeface; deletions shall be indicated in stricken typeface.

5. Any amendment to an interconnection agreement shall be filed under the cause number of the original underlying agreement, e.g., "First Amendment to Cause No. XXXXX-INA-##;" "Second Amendment to Cause No. XXXXX-INB-##;" etc.

6. A requesting telecommunications carrier that adopts an agreement or individual arrangement under Section 252(i) is not bound by any amendment to the original underlying agreement made subsequent to the adoption by the requesting telecommunications carrier.

D. Submission of Superceding Agreements

1. The term "superceding interconnection agreement" includes: (a) a new interconnection agreement negotiated upon the expiration of an existing agreement; and (b) a proposed interconnection agreement that will replace an existing agreement once adopted.

2. If a proposed interconnection agreement will supercede an existing interconnection agreement once adopted, a narrative that provides the cause number and date of approval of the existing agreement and a statement that the existing agreement is being superceded shall accompany the proposed interconnection agreement.

3. A superceding interconnection agreement will be assigned a new interconnection ("INT") cause number.

4. A superceding interconnection agreement should include in its caption a reference to the agreement being replaced.

E. General Administrative and Procedural Requirements

1. Thirteen (13) copies shall accompany all interconnection agreements and amendments thereto filed with the Commission.

2. All voluntarily negotiated, mediated, or arbitrated interconnection agreements and amendments thereto filed with the Commission for approval shall be signed and fully executed by representatives of both companies. All such representatives shall have the authority to bind their respective companies to the terms and conditions of the agreement or amendment.

3. Whenever any interconnection agreement or amendment thereto filed with the Commission references any other contract, a copy of that contract shall be contemporaneously filed with the Commission.

4. All petitions accompanying agreements must include the name, address, and telephone number of a contact person for each party to the agreement. In the case of a written request submitted pursuant to Section A.4. above, the carrier shall include with the request the name, address, and telephone number of a contact person for the carrier.

ATTACHMENT B

STATE OF INDIANA

ORIGINAL

INDIANA UTILITY REGULATORY COMMISSION

GOLDEN HARBOR OF INDIANA, INC. PETITIONING COMMISSION ACTION REGARDING ADOPTION OF INTERCONNECTION AGREEMENT PURSUANT TO SECTION 252(e) AND 252(i) OF THE TELECOMMUNICATIONS ACT OF 1996 TO ESTABLISH AN INTER-CONNECTION AGREEMENT WITH INDIANA BELL TELEPHONE COMPANY, INCORPORATED, D/B/A AMERITECH INDIANA.	)	CAUSE NO. 41268-INT 05 APPROVED: JAN 1 9 2000

BY THE COMMISSION:
David E. Ziegner, Commissioner
Claudia J. Earls, Administrative Law Judge

On October 13, 1998, Golden Harbor of Indiana, Inc. "(Golden Harbor") filed with the Commission a petition requesting that Indiana Bell Telephone Company, Incorporated d/b/a Ameritech Indiana ("Ameritech Indiana") be ordered to comply with Section 252(i) of the federal Telecommunications Act of 1996 (the "Act"). Golden Harbor notified Ameritech Indiana that it intended to adopt an interconnection agreement between Ameritech Indiana and AT&T Communications of Indiana, Inc. ("AT&T) (hereinafter referred to as the "Agreement") that was approved by the Commission in Cause No. 40571 INT 01. On November 11, 1998, Ameritech Indiana filed its Answer, admitting that it would not allow Golden Harbor to adopt the AT&T Agreement without the addition of "clarifying" footnotes. In our December 16, 1998 Order approving the adoption of the agreement, we found that the Agreement between Ameritech Indiana and AT&T was an agreement approved by this Commission pursuant to Section 252 of the Act that should be made available to other carriers pursuant to Section 252(i) of the Act.

In our December 16, 1998 Order, we went on to state:

> In sum, upon a review of the proposed Adoption, and of the record in this matter considered as a whole, the Commission finds that the Applicant's request for approval of the Adoption pursuant to Section 252 of the Act is now appropriately before the Commission. Further, it finds the Adoption Request is reasonable and should be approved, since it does not discriminate against a telecommunications carrier not a party to the arrangements and its implementation is consistent with the public interest, convenience and necessity. Further, we find AMERITECH and GOLDEN HARBOR should submit any amendments to the Agreement to the Commission for approval. We would note that we are aware that the interconnection point and effective date of the agreement would obviously differ and the parties are

ordered to cooperate in designation of the interconnection point and the effective date. **In all other respects, the parties must abide by the specific language contained in the previously approved agreement.**" Order, p. 3-4. (Emphasis added.)

Ameritech did not request reconsideration of the Commission's Order, nor did it appeal the Order. On January 18, 1999, Ameritech Indiana sent a "discussion Draft" of a proposed Interconnection Agreement to Golden Harbor which still contained the "clarifying" footnotes. On February 15, 1999, Ameritech Indiana sent another "discussion Draft" of a proposed Interconnection Agreement to Golden Harbor which still contained "clarifying" footnotes. On March 24, 1999, Ameritech Indiana again refused to sign the Agreement without the "clarifying" footnotes. On April 1, 1999, Golden Harbor filed a request with the Commission to mandate Ameritech's compliance with the Commission's December 16, 1998 Order. On April 20, 1999, an attorneys' conference was held, at which time Ameritech was informed that no Interconnection Agreement was required. All that was to be filed by the parties was a designation of the interconnection point and the date of implementation, not a newly executed agreement. On May 3, 1999, Ameritech Indiana and Golden Harbor agreed to the interconnection point and implementation date for the interconnection agreement between Ameritech Indiana and Golden Harbor and so notified the Commission.

On July 9, 1999, Golden Harbor filed a "Request for Order to Require Ameritech to Make Terms of Agreement Available for a Reasonable Period of Time and to Remedy Ameritech's Anticompetitive Behavior" ("Request for Extension"). On July 26, 1999, Ameritech Indiana filed a Motion to Strike Golden Harbor's Request for Extension. On October 25, 1999, the presiding officer issued a docket entry granting a Motion to Consolidate for Hearing, the evidentiary hearing in this Cause with an evidentiary hearing in Cause No. 41268-INT 09 regarding a similar complaint between FBN Indiana, Inc ("FBN") and Ameritech. The Docket Entry set a hearing for November 19, 1999 at which time the parties were to present evidence regarding Ameritech's alleged anti-competitive behavior and oral argument regarding the propriety of the Complainants' requests for extension.

Based upon the applicable law and evidence herein, the Commission now finds:

1. **Jurisdiction and Statutory Standard for Review.** Section 252(a)(1) of the Act provides that "an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsection (b) and (c) of Section 251" for interconnection, services, or network elements. We find Ameritech to be an "incumbent local exchange carrier" as that term is broadly defined in Section 251(h) of the Act and as used in Section 252(a) of the Act. We further find that Golden Harbor is a "telecommunications carrier" as that term is defined in Section 3(a)(49) of the Act and as used in Section 252 of the Act. Pursuant to Section 252(i), "a local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement."

Pursuant to I.C. 8-1-2-5, every public utility shall for a reasonable compensation permit the use of its property by any other public utility whenever public convenience and necessity require

such use. Such use so ordered and such physical connection so ordered shall be made and such conditions and compensations may be prescribed by the Commission if the parties fail to agree. Pursuant to I.C. 8-1-2-58, the Commission may conduct an investigation into the actions of any public utility. Pursuant to I.C. 8-1-2-107, any public utility which does anything or omits to do something that is required by the Act. shall be liable to any person injured thereby. Pursuant to I.C. 8-1-2-115, it is the Commission's duty to enforce the provisions of Indiana law and "all other laws, relating to public utilities."

The Commission provided statutory notice of the hearing held in this Cause pursuant to I.C. 8-1-1-8.

Based upon the foregoing, the Commission finds that it has jurisdiction over the parties and subject matter of this Cause.

2. **Summary of Request For Extension.** The Request for Extension seeks the extension of the previously approved adoption by Golden Harbor of an Interconnection Agreement between Ameritech Indiana and AT&T. The Ameritech Indiana/AT&T Agreement expires February 25, 2000. Golden Harbor seeks an extension of its adoption of the Ameritech Indiana/AT&T Agreement to February 25, 2001. Golden Harbor alleges that the extension is warranted due to the fact that Ameritech-Indiana has "created an unlawful barrier to entry for its competitors" that violates Section 252(i)'s statutory provision designed to allow new entrants to enter the market expeditiously. In support of its allegation, Golden Harbor argues that although the Commission issued an Order on December 16, 1998, instructing Ameritech Indiana to allow Golden Harbor's adoption of the Ameritech Indiana/AT&T interconnect agreement without modification, Ameritech Indiana ignored Golden Harbor's designation of an interconnection point that was provided to Ameritech Indiana on December 28, 1998. Ameritech Indiana continued to insist upon modification and execution of the approved Ameritech Indiana/AT&T Agreement and would not take the necessary steps to interconnect with Golden Harbor until a revised interconnection agreement was executed. Thus, Ameritech Indiana did not begin construction of the necessary trunks until some time after May 11, 1999. Golden Harbor alleges that these actions on the part of Ameritech constitutes unreasonable behavior.

3. **Discussion and Findings.** At the hearing held in this Cause, Ameritech Indiana presented the testimony of Devang Patel and Kyle Cordes. Mr. Patel admitted that after the Commission issued its December 16, 1998 Order which approved Golden Harbor's adoption of the agreement without footnotes, , Ameritech Indiana continued to insist upon inclusion of footnote modifications to the interconnection agreement. He also admitted that the interconnection activation date was modified due to the lack of an executed interconnection agreement, although the Commission had ruled on December 16 that such an executed agreement was not necessary and had issued a General Administrative Order on December 8, 1998 ("GAO"), stating that the only information required to be filed by a party adopting an existing agreement was the fact that it was adopting a previously approved agreement and a designation of the interconnection point. The insistence that a new agreement be executed is in direct contravention to the GAO which states that a new interconnection agreement is not to be executed or filed. Mr. Cordes testified regarding the reasonableness of the 150 day lag between designation of the interconnection point and completion of construction.

In our comments to the FCC regarding the merger of Ameritech Corporation, parent of Ameritech Indiana, and SBC Communications, Inc., the Commission expressed its frustrations with the unreasonable delay that was being experienced by potential competitors. The Commission stated:

> The IURC continues to receive complaints from CLECs that are attempting to negotiate interconnection agreements with Ameritech Indiana. For example, despite repeated explanations to Ameritech Indiana's legal counsel and staff, Ameritech Indiana maintained that it could unilaterally insert new language or revise existing language in a previously approved interconnection agreement when a CLEC seeks to adopt such agreement pursuant to section 252(i) of TA-96. IURC Telecommunications Division staff, the General Counsel's Office, and the presiding Administrative Law Judges have all explained to Ameritech Indiana numerous times that a CLEC may adopt an existing interconnection agreement by simply submitting a letter to the IURC. The only terms that must be determined are: (1) the physical point of interconnection, and (2) the date upon which Ameritech Indiana will provision service to the other party. Ameritech Indiana continued to ignore these directives, which were outlined in the IURC's Amended General Administrative Order 1998-1, for several months. Moreover, Ameritech Indiana appears to have misrepresented the IURC's position on the implementation of interconnection agreements to other carriers during negotiations. For example, by using these tactics, Ameritech Indiana delayed the execution of its interconnection agreement with Golden Harbor of Indiana, Inc. for almost five months. The IURC fears that Ameritech Indiana's continued failure to abide by our orders will result in delay or denial of interconnection between Ameritech Indiana and other carriers on a prospective basis.

Ind. Utility Regulatory Commission Comments In Re: Application of Ameritech Corp. and SBC Communications, Inc. CC Docket 98-141 (F.C.C. June 16, 1999).

We find that Ameritech Indiana's delay in permitting the adoption and implementation of the interconnection agreement by Golden Harbor was unreasonable and in direct contravention of Section 252(i) and this Commission's December 16, 1998 Order and our GAO governing 252(i) adoptions. Several other states have dealt with similar attempts to delay competition by incumbent local exchange carriers. In *Airtouch Paging of California v. Pacific Bell*, 1999 U.S. Dist. LEXIS 16615 (N.D. Cal, 1999), the Federal District Court found that Pacific Bell's actions were unreasonable and ruled that the "same terms and conditions" required by Section 252(i) "dictates that Airtouch be provided an agreement which runs two years from the date of the filing of the Airtouch and PacBell agreement." In Delaware, Bell Atlantic's conduct delaying adoption of an interconnection agreement resulted in the Delaware Commission extending the expiration of the agreement by six months. *In the Matter of the Petition of Global NAPs south*, 1999 Del. PSC LEXIS 97. (This decision is currently under appellate review.) In New Jersey, Bell Atlantic's refusal to permit Global NAPs to adopt another interconnection agreement resulted in the New Jersey

Commission's determination that the agreement should be extended by 19 months. *In RE Global NAPs, Inc.*, Docket No. T098070426, P.U.R. 4th, New Jersey Board of Public Utilities (7/12/99). In Pennsylvania. Bell Atlantic again refused to allow Global NAPs to adopt the terms of an interconnection agreement and the Pennsylvania Commission extended the agreement for another seven months. *Petition of Global NAPs*, 1999 Pa. PUC LEXIS 58.

Pursuant to I.C. 8-1-2-5, every public utility shall for a reasonable compensation permit the use of its property by any other public utility whenever public convenience and necessity require such use. Such use so ordered and such physical connection so ordered shall be made and such conditions and compensations may be prescribed by the Commission if the parties fail to agree. Having considered the evidence presented by the parties, and their legal briefs, we find that the interconnection agreement between Golden Harbor and Ameritech Indiana should be extended for a period of six months due to the Ameritech Indiana's actions subsequent to the Commission's issuance of an order approving the adoption on December 16, 1998. Ameritech Indiana's actions were contrary to Indiana law. Pursuant to Indiana law, this Commission has the ability to prescribe the terms and conditions of interconnection. The six month extension granted herein should not result in significant economic burdens to Ameritech Indiana. It is designed to provide Golden Harbor with sufficient time to operate under the adopted Agreement prior to being forced into negotiations with Ameritech Indiana on a subsequent agreement. Ameritech Indiana, is hereby required to negotiate in good faith and in a timely manner with Golden Harbor to assure that there is no disruption in service resulting from the extension of the term of the interconnection agreement and any attendant negotiations as to any subsequent interconnection agreement. The Commission recognized that Ameritech's bargaining position is superior in its Order approving the AT&T/Ameritech agreement, stating "the greater likelihood is that in only three years' time Ameritech Indiana will continue to enjoy the superior bargaining position of a former ILEC." Cause No. 40571 INT-01 (Nov. 17, 1996), p. 31. The Commission in that order also recognized that it is not in the public interest for the Commission to spend limited resources arbitrating issues on renegotiations. Order, p. 31. With the extension granted herein, it is the Commission's expectation that Ameritech Indiana and Golden Harbor will, in good faith, negotiate a renewal of the interconnection agreement and not return to the Commission in five months requesting arbitration.

IT IS THEREFORE ORDERED BY THE INDIANA UTILITY REGULATORY COMMISSION that:

1. The request by Golden Harbor of Indiana, Inc. for an Extension of the Interconnection Agreement between Ameritech Indiana and itself which was submitted for Commission approval on October 20, 1998, be, and is hereby, granted, consistent with the findings set forth above.

2. The adoption of the Ameritech Indiana/AT&T Interconnection agreement shall remain in full force and effect for an additional six months, up to and including August 25, 2000.

3. This Order shall be effective on and after the date of its approval.

McCARTY, RIPLEY, AND ZIEGNER CONCUR; KLEIN, SWANSON-HULL ABSENT:
APPROVED:

JAN 1 9 2000

I hereby certify that the above is a true and correct copy of the Order as approved.

Joseph M. Sutherland
Secretary to the Commission